

ARTICLE XVII SERVICE & MAINTENANCE AGREEMENT

The Agreement recognizes that there exists a Plumbing Service & Maintenance Area agreement, the Chicago Journeymen Plumbers' Local Union 130, U.A. Service & Maintenance Agreement. Whenever the terms of this Agreement shall conflict with the terms of the Service & Maintenance Agreement, the terms of the Service & Maintenance Agreement shall control.

This Agreement is hereby executed as of the 1st day of June 2007 at Chicago, Illinois.

PLUMBING CONTRACTORS ASSOCIATION OF CHICAGO AND COOK COUNTY

George W. Treutelar
Chairman of Labor Relations Committee

Lori Abbott
Labor Relations Committee

Craig Campeglia
Labor Relations Committee

Peter Fazio
Labor Relations Committee

Walter A. Brongiel
Labor Relations Committee

CHICAGO JOURNEYMEN PLUMBERS' LOCAL UNION 130, U.A.

James T. Sullivan
Business Manager

James F. Coyne
Secretary-Treasurer

Thomas E. Gavin
Recording Secretary

APPENDIX A OCCUPATIONAL JURISDICTION

The following shall constitute the occupational jurisdiction of work of the Union:

1. All piping for plumbing, water, waste, floor drains, drain grates, supply, leader, soil pipe, grease traps, sewage and vent lines.
2. All piping for water filters, water softeners, water meters and setting of same.
3. All cold, hot and circulating water lines, piping for house pumps, cellar drains, ejectors, house tanks, pressure tanks, swimming pools, ornamental pools, display fountains, drinking fountains, aquariums, plumbing fixtures and appliances and the handling and setting of the above mentioned equipment.
4. All water services from mains to buildings, including water meters and water meter foundations.
5. All water mains from whatever source, including branches and fire hydrants, etc.
6. All down spouts and drainage areas, soil pipe, catch basins, manholes, drains, gravel basins, storm sewers, septic tanks, cesspools, water storage tanks, etc.
7. All liquid soap piping, liquid soap tanks, soap valves, and equipment in bath and washrooms, shower stalls, etc.
8. All bathroom, toilet room and shower room accessories, i.e., as towel racks, paper holders, glass shelves, hooks, mirrors, cabinets, etc.
9. All lawn sprinkler work, including piping, fittings and lawn sprinkler heads.
10. All sheet lead lining for X-ray rooms, fountains, swimming pools or shower stalls, tanks or vats for all purposes and for roof flanges in connection with the pipe fitting industry.
11. All fire stand pipes, fire pumps, pressure and storage tanks, valves, hose racks, fire hose cabinets and accessories and all piping for sprinkler work of every description.
12. All block tin coils, carbonic gas piping, for soda fountains and bars, etc.
13. All piping for railing work, and racks of every description, whether screwed or welded.
14. All piping for pneumatic vacuum cleaning systems of every description.
15. All piping for hydraulic, vacuum, pneumatic, air, water, steam, oil, or gas, used in connection with railway cars, railway motor cars, and railway locomotives.
16. All marine piping, and all piping used in connection with ship building and ship yards.
17. All power plant piping of every description.
18. The handling, assembling and erecting of all economizers and super-heaters, regardless of the mode or method of making joints, hangers and erection of same.
19. All internal and external piping on boilers, heaters, tanks and evaporators, water legs, water backs and water grates, boiler compound equipment, etc.

EXHIBIT NO. _____

PAGE _____ OF _____

Exhibit A, Page 80 of 85

20. All soot blowers and soot collecting piping systems.
21. The setting, erecting and piping, for all smoke consuming and smoke washing and regulating devices.
22. The setting, erecting and piping of instruments, measuring devices, thermo-static controls, gauge boards, and other controls used in connection with power, heating, refrigerating, air conditioning, manufacturing, mining and industrial work.
23. The setting and erecting of all boiler feeders, water heaters, filters, water softeners, purifiers, condensate equipment, pumps, condensers, coolers, and all piping for same in power houses, distributing and boosting stations, refrigeration, bottling, distilling and brewing plants, heating, ventilating and air conditioning systems.
24. All piping for artificial gases, natural gases and holders and equipment for same, chemicals, minerals and by-products and refining of same, for any and all purposes.
25. The setting and erecting of all under-feed stokers, fuel burners, and piping, including gas, oil, power fuel, hot and cold air piping and accessories and parts of burners and stokers, etc.
26. All ash collecting and conveyor piping systems, including all air washing and dust collecting piping and equipment, accessories and appurtenances and regulating devices, etc.
27. The setting and erection of all oil heaters, oil coolers, storage and distribution tanks, transfer pumps, and mixing devices, and piping thereto of every description.
28. The setting and erecting and piping of all cooling units, pumps, reclaiming systems and appurtenances, in connection with transformers, and piping to switches of every description.
29. All fire extinguishing systems and piping; whether by water, steam, gas or chemical, fire alarm piping, and control tubing, etc.
30. All piping for sterilizing, chemical treatment, deodorizing and all cleaning systems of every description and laundries for all purposes.
31. All piping for oil or gasoline tanks, gravity and pressure lubricating and greasing systems, air and hydraulic lifts, etc.
32. All piping for power, or heating purposes, either by water, air, steam, gas, oil, chemicals or any other method.
33. All piping, setting and hanging of all units and fixtures for air conditioning, cooling, heating, roof cooling, refrigerating, ice-making, humidifying, dehumidifying, dehydrating, by any method, and the charging and testing, servicing of all work after completion.
34. All pneumatic tube work, and all piping for carrying systems by vacuum, compressed air, steam, water, or any other method.
35. All piping to stoves, fire grates, blast and heating furnaces, ovens, driers, heaters, oil burners, stokers and boilers and cooking utensils, etc. of every description.
36. All piping in connection with central distribution filtration treatment stations, boosting stations, waste and sewage disposal plants, central chlorination and chemical treatment work, and all underground supply lines to cooling wells, suction basins, filter basins, settling basins, and aeration basins.
37. All process piping for refining, manufacturing, industrial and shipping purposes, of every character and description.
38. All air piping of every description.
39. All temporary piping of every description in connection with building and construction work, excavating and underground construction.
40. The laying out and cutting of all holes, chases and channels, the setting and erection of bolts, inserts, stands, brackets, supports, sleeves, thimbles, hangers, conduits and boxes used in connection with the pipe fitting industry.
41. The handling and setting of boilers, setting of flanges, setting of soot blowers, and attaching of all boiler trimmings.
42. All pipe transportation lines for gas, oil, gasoline, fluids and liquids, water aqueducts, and water lines and booster stations of every description.
43. All acetylene and arc welding, brazing, lead burning, soldered and wiped joints, caulked joints, expanded joints, rolled joints or any other mode or method of making joints in connection with the pipefitting industry.
44. Laying out, cutting, bending and fabricating of all pipe work of every description, by whatever mode or method.
45. All methods of stress relieving of all pipe joints made by every mode or method.
46. The assembling and erecting of tanks used for mechanical, manufacturing or industrial purposes, to be assembled with bolts, packed or welded joints.
47. The handling and using of all tools and equipment that may be necessary for the erection and installation of all work and materials used in the pipefitting industry.
48. The operation, maintenance, repairing, servicing and dismantling of all work installed by journeymen under this Agreement.
49. All piping for cataraacts, cascades, i.e., (artificial water falls), make-up water fountains, captured waters, water towers, cooling towers, and spray ponds, used for industrial, manufacturing, commercial, or any other purpose.
50. Piping herein specified means pipe made from metals, tile, glass, rubber, plastic, wood, or any other kind of material or product manufactured into pipe, usable in the pipe fitting industry, regardless of size or shape.
51. The installation and testing of backflow preventors.

EXHIBIT NO.

PAGE

OF

Exhibit A, Page 81 of 85

APPENDIX B

FLEXIBLE WORK DAY AND WORK WEEK

Except as specifically permitted under the following provisions of this Appendix B governing flexible work days and the flexible work week, employees covered by the Agreement to which this Appendix B is attached shall work the standard work day and standard work week at the straight time rates and be paid for overtime work at the overtime rates as provided in Section 5.2 of the Agreement.

1. Only Employers who employ apprentice plumbers may be permitted to utilize a flexible work day or a flexible work week. An adequate quantity of competent apprentices are available through the Joint Apprenticeship Committee.
2. The flexible work day and flexible work week are not permitted for any work done on a contract basis. They are permitted only under the terms further specified herein below for residential, commercial or industrial jobbing repair and/or service work billed to the customer on an hourly basis.
3. No employee may be scheduled for or required to work more than eight (8) flexible hours in any work week.
4. The flexible work day, Monday through Friday, consists of up to eight (8) consecutive hours between 6:00 a.m. and 8:30 p.m., exclusive of a one-half (1/2) hour unpaid meal break to be taken no later than five (5) hours after the employee's starting time; provided, however, that in no event may such a flexible work day start later than 12:00 p.m. (noon). The pay rate for flexible hours worked before the regular starting time for the Employer's shop (i.e. 6:00 a.m. or 9:00 a.m.) and after the regular quitting time (i.e. 2:30 p.m. or 5:30 p.m.) shall be the regular straight time hourly rate plus fifteen percent (15%). All hours worked on such days in excess of eight (8) hours shall be paid at one and one-half (1-1/2) times the regular straight time hourly rate.
5. Eligible Employers may schedule Saturdays as a regular fifth (5th) flexible work day in any work week for jobbing repair and/or service work. In such cases, the Saturday flexible work day shall consist of the hours between 8:00 a.m. and 4:30 p.m., exclusive of a one-half (1/2) hour unpaid lunch break taken no later than five (5) hours after the starting time. Employees who are required to work Saturdays as a flexible fifth (5th) work day and who are required to perform residential jobbing repair and/or service work in a residential building of no more than three (3) stories on such day shall be paid at their regular straight time hourly rate for such fifth (5th) day for such work between the hours of 8:00 a.m. and 4:30 p.m. Employees who are required to perform any commercial or industrial jobbing repair and/or service work or to perform jobbing repair and/or service work in a residential structure of more than three (3) stories during such hours on Saturdays shall be paid at their regular straight time hourly rate plus fifteen percent (15%) for all such

hours. All jobbing repair and/or service work performed on such Saturdays before 8:00 a.m. or after 4:30 p.m. shall be paid for at one and one-half (1-1/2) times the regular hourly rate. Such Saturdays cannot be used as a make-up day. All work for which flexible time is permitted by this Appendix "B" to be performed on Sunday or a legal holiday identified as such in the Agreement shall be paid at double time.

EXHIBIT No. _____
PAGE _____ OF _____

APPENDIX C**WAGE RATES AND FRINGE BENEFITS AND
PAYROLL DEDUCTIONS**

The following wage rates and fringe benefit contributions per hour and payroll deductions shall be in effect as of June 1, 2007, through May 31, 2008.

PAYROLL DEDUCTIONS

	Wages	Welfare	Pension	Education	Promotion	Legal Services	401(k) Plan	Working Dues
Journeyman	\$ 41.00	\$ 8.84	\$ 5.56	\$ 1.03	\$ 0.59	\$ 0.58	\$ 1.50	\$ 0.32
Sub-Foreman	\$ 42.25	\$ 8.84	\$ 5.56	\$ 1.03	\$ 0.59	\$ 0.58	\$ 1.50	\$ 0.32
Foreman and Inspector	\$ 43.00	\$ 8.84	\$ 5.56	\$ 1.03	\$ 0.59	\$ 0.58	\$ 1.50	\$ 0.32
(Supervising 4 or more men)								
Superintendents of Dist. Foreman	\$ 44.00	\$ 8.84	\$ 5.56	\$ 1.03	\$ 0.59	\$ 0.58	\$ 1.50	\$ 0.32
(Supervising 19 or more men)								
General Supts. or District Supts.	***	\$ 8.84	\$ 5.56	\$ 1.03	\$ 0.59	\$ 0.58	\$ 1.50	\$ 0.32
(At least 6% above Superintendents.)								
Apprentices								
1 st six months ¹	\$ 13.95	\$ 3.84	\$ 5.56	\$ 1.03	N/A	\$ 0.58	N/A	N/A
2 nd six months ¹	\$ 15.15	\$ 3.84	\$ 5.56	\$ 1.03	N/A	\$ 0.58	N/A	\$ 0.23
3 rd Year ¹	\$ 18.05	\$ 3.84	\$ 5.56	\$ 1.03	N/A	\$ 0.58	N/A	\$ 0.23
4 th Year ¹	\$ 20.50	\$ 3.84	\$ 5.56	\$ 1.03	N/A	\$ 0.58	N/A	\$ 0.23
5 th Year ¹	\$ 27.05	\$ 8.84	\$ 5.56	\$ 1.03	\$ 0.59	\$ 0.58	\$ 1.00	\$ 0.23
6 th Year ¹	\$ 30.75	\$ 8.84	\$ 5.56	\$ 1.03	\$ 0.59	\$ 0.58	\$ 1.50	\$ 0.32
1. No employer contributions required on apprentices, while attending assigned school day.								
Metal Trades Journeyman								
M1 1 st six months (No Benefits)	\$ 13.95	N/A	N/A	N/A	N/A	N/A	N/A	N/A
M2 2 nd six months	\$ 15.15	\$ 8.84	\$ 5.56	\$ 1.03	\$ 0.59	\$ 0.58	\$ 1.50	\$ 0.32
M3 3 rd Year	\$ 18.05	\$ 8.84	\$ 5.56	\$ 1.03	\$ 0.59	\$ 0.58	\$ 1.50	\$ 0.32
M4 4 th Year	\$ 20.50	\$ 8.84	\$ 5.56	\$ 1.03	\$ 0.59	\$ 0.58	\$ 1.50	\$ 0.32
M5 5 th Year	\$ 27.05	\$ 8.84	\$ 5.56	\$ 1.03	\$ 0.59	\$ 0.58	\$ 1.50	\$ 0.32
M6 6 th Year	\$ 30.75	\$ 8.84	\$ 5.56	\$ 1.03	\$ 0.59	\$ 0.58	\$ 1.50	\$ 0.32
Includes \$0.05 per hour Direct Contribution to the U.A. Training Fund								
Includes \$0.05 per hour Direct Contribution to the Plumbing Industry Drug-Free Alliance Program								

Wage increases of \$2.80 per hour effective June 1, 2008, and \$2.90 per hour effective June 1, 2009, have been negotiated under the terms of this Agreement for Journeyman Plumbers. Apprentice wage increases effective June 1, 2008, and June 1, 2009, will be determined by a percentage of the Journeyman rate. An apprentice with a minimum of 4 1/2 years credit who has successfully obtained the City of Chicago or State of Illinois plumbers license test shall be paid the then current Journeyman rate. These increases for journeymen and apprentices are to be allocated in a manner to be determined by Chicago Journeyman Plumbers' Local Union 130, U.A. in its sole and exclusive discretion. Local 130 will timely notify each signatory Employer of its determination concerning the allocation.

IMPORTANT INFORMATION**PLUMBERS' RETIREMENT SAVINGS FUND (401(k) PLAN) AND
SAVINGS PLAN****PLUMBERS' RETIREMENT SAVINGS FUND (401(k) PLAN):**

The Employer shall deduct from the wages (before taxes) of each journeyman plumber enrolled in the 401(k) Plan a minimum of one dollar and fifty cents (\$1.50) per each hour worked for the Plumbers' Retirement Savings Fund (401(k) Plan). The Employer shall deduct from the wages (before taxes) of each Fourth and Fifth year Apprentice enrolled in the 401(k) Plan a minimum of one dollar (1.00) per each hour worked for the Plumbers' Retirement Savings Fund (401(k) Plan). First, Second and Third year Apprentices are not included in this Plan.

REGULAR SAVINGS PLAN:

The Employer shall deduct from the wages (after taxes) of each journeyman plumber not enrolled in the 401(k) plan a minimum of one dollar and fifty cents (\$1.50) per each hour worked for the Savings Plan. The Employer shall deduct from the wages (after taxes) of each Fourth year and Fifth year Apprentice not enrolled in the 401(k) plan a minimum of one dollar (\$1.00) per each hour worked for the Savings plan. First, Second and Third year Apprentices are not included in this Plan.

WORKING DUES:

The Employer shall deduct (after taxes) thirty-two cents (\$0.32) per hour for each hour worked for each Journeyman, Foreman, Superintendent and General Superintendent, and twenty-three cents (\$0.23) per each hour worked for each Apprentice, with the exception of first year-first six months Apprentices for Working Dues.

IMPORTANT NOTE**PLUMBERS' RETIREMENT SAVINGS FUND (401(k) PLAN)**

A participant can direct more than the base contributions rate of \$1.50 per hour, in increments of (\$0.50) fifty cents, but not more than \$10.00 per hour to the 401(k) Plan not to exceed the IRS limits.

PLUMBERS' SAVINGS PLAN

An employee, in cooperation with his/her Employer, has the following options:

1. An employee not participating in the 401(k) Plan can allocate more than \$1.50 per hour, in increments of fifty cents (\$0.50), to the Plumbers' Savings Plan.
2. An employee in the 401(k) Plan can allocate at least \$1.50 per hour or more, in fifty cents (\$0.50) increments, to the Plumbers' Savings Plan, in addition to amounts contributed to the employee's 401(k) Plan.

APPENDIX D
ALCOHOL AND DRUG PROGRAM

SEE APPENDIX D SUPPLEMENT BOOK

APPENDIX E
UNITED ASSOCIATION
STANDARD OF EXCELLENCE

SEE APPENDIX E SUPPLEMENT BOOK

NOTES

EXHIBIT No. _____

PAGE _____ OF _____

MEMORANDUM AGREEMENT

This Agreement is made and entered into by and between the undersigned sole proprietorship, partnership or corporation who is duly authorized by law and bonded to engage in the plumbing business and is established therein and who regularly employs not less than two (2) Journeymen Plumbers (hereinafter referred to as the "Employer"), and Chicago Journeymen Plumbers' Local Union 130, U.A., which is composed of competent mechanics, who are duly authorized by law to install and inspect all plumbing work (hereinafter referred to as the "Union").

1. The Employer recognizes the Union as the exclusive collective bargaining agent for all of its employees who perform any of the work within the trade and territorial jurisdiction of the Union as set forth in the agreement and agreements referred to in paragraph 2, below.

2. The Employer and Union specifically adopt and agree to abide by and be bound by all clauses, terms and provisions of the collective bargaining agreement between the Union and the Plumbing Contractors Association of Chicago and Cook County (hereinafter referred to as the "Contractors Association") dated June 1, 1992 with the same force and effect as though said collective bargaining agreement were set forth in full herein, and any amendments, modifications, supplements, extensions or renewals thereof, and any subsequent collective bargaining agreements as will be negotiated from time to time in the future by the Union and Contractors Association, unless notice to terminate this Memorandum Agreement is given by the Union or Employer in the manner provided in paragraph 4, below.

3. The Employer further specifically adopts and agrees to abide by and be bound by all the clauses, terms and provisions of the Trust Agreements establishing and governing:

- (a) the Plumbers' Pension Fund, Local 130, U.A., being that Trust Agreement dated May 14, 1953;
- (b) the Plumbers' Welfare Fund, Local 130, U.A., being that Trust Agreement dated October 3, 1950;
- (c) the Trust Fund for Apprentice and Journeymen Education and Training, Local 130, U.A., being that Trust Agreement dated June 1, 1965;
- (d) the Chicago Journeymen Plumbers' Local Union 130, U.A. Group Legal Services Plan Fund, being that Trust Agreement dated May 11, 1987;

and any amendments previously made thereto with the same force and effect as though said Trust Agreements were set forth in full herein. The Employer ratifies, accepts and irrevocably designates as its representatives the Employer Trustees of each of said Funds who from time to time shall be appointed as such in accordance with the terms of the Trust Agreements. The Employer agrees to make the contributions required by the Association Agreements referred to in paragraph 2, above, into the Funds established and governed by said Trust Agreements and to be bound by all amendments thereto hereafter made as if the Employer had signed the original of said Trust Agreements and any amendments from time to time made or to be made.

4. This Memorandum Agreement is effective as of June 1, 1992 if the Employer was a party to or was legally bound by the Union's Area Agreement which expired on May 31, 1992. Otherwise, it shall be effective as of the date it is executed by the parties hereto. This Memorandum Agreement may be terminated by the Union or the Employer on the same date as the expiration date of any then current collective bargaining agreement between the Union and the Contractors Association referred to in paragraph 2, above, by the party hereto so wishing to terminate this Memorandum Agreement giving the other no more than ninety (90) days but no less than sixty (60) days written notice of termination by certified mail—return receipt requested prior to the expiration date of any such then current collective bargaining agreement.

5. The Employer agrees to notify the Union in writing of any changes in the information filled in by the Employer below on this Memorandum Agreement.

This Memorandum Agreement executed by the Employer on 6 / 13 / 93

SCHUEFFER PLUMBING CO., INC.

Full Correct Name of Employer (Business)

7259 W. LAWRENCE AVENUE HARWOOD HEIGHTS, ILLINOIS 60656

Street Address

City

State

Zip Code

(708) 867-8585

(708) 867-8585

Business Phone Number

Home Telephone Number

Check One: Sole Proprietorship _____ Partnership _____ Corporation X _____

Contractor's Illinois State or City of Chicago License Number 3515M

By: John J. Schueffer Title PRESIDENT

(Signature)

Executed on behalf of Chicago Journeymen Plumbers' Local Union 130, U.A.

Gerald M. Sullivan

Gerald M. Sullivan, Business Manager

WHITE COPY — UNION
YELLOW COPY — CONTRACTOR